

PERMIT #: \_\_\_\_\_



## ALAPOCAS RUN and WILMINGTON STATE PARKS APPLICATION FOR SIMPLE AND SPECIAL USE PERMITS

Park Areas:

- \* Alapocas Run: Pavilion add-ons (pavilion rental is online)
- \* Brandywine Park: Picnic Area 1 or 2, Jasper Crane Rose Garden, Josephine Fountain, Sugar Bowl, Monuments
- \* Rockford Park: Picnic Area, Tower Grounds, Tower Access (wedding ceremonies only)
- \* H. Fletcher Brown Park

Specific Area Requested: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Preferred Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Event Date Requested: \_\_\_\_\_ Anticipated Attendance: \_\_\_\_\_

Set up time: \_\_\_\_\_ Event Start/End Times: \_\_\_\_\_ to \_\_\_\_\_ Break down end time: \_\_\_\_\_

Specific Use: \_\_\_\_\_

Purpose of the Event: \_\_\_\_\_

Complete the following checklist so we may properly evaluate your event and determine if we can accommodate your needs. **A course map is required to be submitted with this form for permit consideration when requesting a walk, race, or other similar event.**

**Check all boxes that apply to your event:**

- Closes all or a portion of the park, park roadways or parking lots
- Amplified music or sound (*indicate which*): DJ BAND MUSICIANS PA SYSTEM OTHER: \_\_\_\_\_
- Stage, dance floor, risers or bleachers
- Sale of food/merchandise/services or fees collected in the park
- Sale or distribution of alcoholic beverages (*restrictions may apply; see terms and conditions*)
- Set-up or break down of event can't be done the same day as the event
- Amusements (including, but not limited to, bounce houses, ball pits, and carnival games): \_\_\_\_\_
- Tents or canopies (*size and quantity*): \_\_\_\_\_
- Other special conditions or requirements: \_\_\_\_\_

**PLEASE NOTE:** You may be required to arrange for the following: event staff, portable toilets, dumpsters, trash receptacles, volunteer parking assistance, specialized event staff, EMT, and/or law enforcement or security. Park staff will be assigned as required, with staffing fees assessed.

**Additional permit(s) and fee(s) may be required by the City of Wilmington.**

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

| THIS SECTION IS FOR OFFICIAL USE ONLY |                                |   |
|---------------------------------------|--------------------------------|---|
| DATE RECEIVED: _____                  | APPLICATION REVIEWED BY: _____ | APPROVED / DENIED                             |
| PERMIT TYPE: _____                    | INVOICE SENT: _____            | COI? _____ RCVD: _____ MAP? _____ RCVD: _____ |
| PERMIT FEE: _____                     | PAYMENT RECEIVED: _____        | RECEIPT #: _____                              |

# ALAPOCAS RUN and WILMINGTON STATE PARKS

## SPECIAL USE PERMIT TERMS AND AGREEMENT

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### State of Delaware Department of Natural Resources and Environmental Control, Division of Parks and Recreation

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Organized events and activities in Alapocas Run, Brandywine Park, Rockford Park, and H. Fletcher Brown Park are allowed by permit only. Due to the historic designation of these parks, limited parking, minimal public facilities, heavy use by the public and proximity to residential areas, *we may not be able to accommodate your event.*

A Special Use Permit is required for all tournaments, runs, walks, festivals, carnivals, and similar events held at, through, or adjacent to Alapocas Run and Wilmington State Parks. A Special Use Permit grants permission for a tournament/run/walk/race/event and the set-up of related stations only. A course or event map, Certificate of Insurance, payment, and other supporting information may be required before consideration and schedule confirmation.

### **Hold Harmless Agreement**

In consideration of the receipt of this permit from the State of Delaware, the Permittee hereby releases the State of Delaware, its Departments, Divisions, Parks, employees, agents and/or representatives (hereafter referred to as the State of Delaware) from all injury and any liability of any kind which may arise from the Permittee's use and occupancy of State property and agrees to indemnify and hold harmless the State of Delaware.

In no event shall the State of Delaware be liable for any damages or injury to the Permittee or any agent or employee of the Permittee or to any person coming upon the premises in connection with the Permittee's use and occupancy of the premises.

The Permittee acknowledges that it shall reimburse the State of Delaware for any and all damage to State of Delaware property, its agents and/or employees as a result of the use and occupancy of the premises (ordinary wear and tear excepted) by the Permittee, its agents or employees or by any person coming upon the premises during the Permittee's use as an invitee or licensee of the Permittee.

**Certificate of Liability Insurance:** If a Certificate of Insurance is deemed necessary for your event, the organization shall provide general liability and product liability insurance coverage of **\$3,000,000 aggregate, \$1,000,000 per occurrence** to be retained for the event. Additionally, Automotive Liability Insurance will be needed to cover all automotive units used for outfitting (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than **\$1,000,000 combined single limit each accident, for bodily injury; \$250,000 for property damage to others; \$25,000 per person per accident Uninsured/Underinsured Motorists coverage; \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.** Lastly, **Worker's Compensation and Employer's Liability Insurance will be needed in accordance with applicable law. The State of Delaware shall not be named as an additional insured.** Proof of Liability Insurance coverage must be provided to the Park **30 Days** prior to the event date.

The following is NOT a complete listing of rules, regulations, and policies; a complete listing is available at <https://www.destateparks.com/>. If a State Park Ranger is needed, call DNREC enforcement dispatch at 302-739-4580 and ask for the on-duty Ranger for Wilmington or Alapocas Run State Parks.

- **Balloons and confetti are not permitted in any State Park areas due to the threat they pose to wildlife.** Any other decorations must be removed, along with any tacks or adhesive, following the event.
- **The display, possession or consumption of alcoholic beverages is prohibited.** This includes the pavilion, picnic areas, athletic fields, playground, walking paths, parking lots and all surrounding areas.
- Any form of tobacco use is prohibited in public assembly areas, pavilions, restrooms, playgrounds, and at athletic fields.

- The park is open from 8:00 am to sunset daily. Activities must begin after 8:00 am and end prior to sunset unless you have prior written approval.
- Vehicles are not permitted to drive or park on the grass without permission from a Park Administrator. Unregistered motor vehicles, dirt bikes, ATV's, and scooters are not permitted in the park.
- Delaware State Parks has a carry-in carry-out policy for trash. All trash generated must be removed and disposed of by the visitor. **“LEAVE NO TRACE, TAKE YOUR WASTE”**
- Pets must be on a leash not to exceed six feet in length and under control at all times. Pet walkers must clean up and remove feces deposited by pets.
- No signs, advertising, tents, trailers, or canopies may be posted or located without written authorization from a Park Administrator.
- A valid written permit must be obtained in advance for all amusement type rides and inflatable devices. Amusement fees apply.
- Amplified music, Public Address (PA) systems, DJs, and bands are prohibited without written authorization. Amplified sound equipment and stage fees apply.
- Guns of any description, including BB, Pellet, Air Soft and Paint Ball guns are prohibited during Special Use Permit activities. Sling shots, archery equipment, flying airplanes, rocketry and the practicing of golf are prohibited.
- The organization will only conduct activities as described on the approved Special Use Permit.
- The activity area shall be determined and agreed upon by the Permittee and a Park Administrator.
- Rules and regulations of the Division of Parks and Recreation unless specifically exempted or otherwise noted shall be observed by the permittee, employees, agents, or contractors.
- There shall be no interference with nor any attempt made to prevent full and free access of the park by other park visitors.
- Permittee may collect participation fees from the participants. Permittee may not solicit other park visitors to participate.
- Permit shall not be assigned to other persons or groups.
- It is the responsibility of the permittee to inform participants of applicable rules, regulations and terms of this agreement.
- All activities and arrangements for advanced preparations with the permittee shall be at the direction of a Park Administrator.
- A Park Administrator or authorized agent may terminate without prior notice the activity when he or she deems it necessary for the safety of the public, for the protection of the resources, or for the violation of any rules or regulations of the Division of Parks and Recreation, or conditions of this permit. In addition, the park may be closed without prior notice in the event of a natural disaster or unforeseen emergency.
- The condition of the Park shall be as attractive as reasonably expected given ongoing development, maintenance projects, or seasonal weather conditions.

**The Special Use Permit grants no privilege other than that specifically mentioned.**

**Refund/Cancellation Policy**

Payment in due in full by the date indicated on invoice to complete the Special Use Permit. Invoices will be issued once event request has been reviewed. Some events will not be considered if the application has been received less than 30 days prior to the event date. **There will be no refunds for cancellations made within 30 days of the event date.**

**Cancellations made 30 or more days prior to the event date will be charged a cancellation fee. Refunds will not be made for weather related cancellations.**

Additional fees may be charged to the Permittee following the event. Any circumstance requiring additional resources from the park, damage to park facilities and grounds, or rule and permit violations may incur additional costs to the permittee based on a standardized schedule for time and materials.

**I have read and accept the Terms & Agreement**

\_\_\_\_\_  
DATE                      ORGANIZATION/PERMITEE (PRINT)                      ORGANIZATION/PERMITEE (SIGNATURE)

\_\_\_\_\_  
DATE                      PARK ADMINISTRATOR (PRINT)                      PARK ADMINISTRATOR (SIGNATURE)

**THIS PERMIT IS NOT VALID UNLESS SIGNED AND APPROVED BY A PARK ADMINISTRATOR ONCE PAYMENT HAS BEEN RECEIVED.**

- \* Keep a copy of your completed permit on you at all times while in the park. Enforcement may request to see your copy when in the park. The full permit consists of this 4-page document, invoice, and copies of all supporting documents (event or course map, COI, additional approvals, etc.).

**Email completed form to Jackie.Kook@delaware.gov**

Alapocas Run and Wilmington State Parks  
1914 W Park Dr., Wilmington, DE 19803  
Phone: 302-577-1164                      Fax: 302-577-1167  
Office hours: 8:00 am – 4:00 pm 7 days a week